
and

The School Board of Miami-Dade County, Florida
Data Sharing Agreement

This Agreement is made as of _____ (the "Effective Date"), by and between _____ whose principal address is _____, hereinafter referred to as "Company" and The School Board of Miami-Dade County, Florida a political subdivision of the State of Florida, located at 1450 NE 2nd Ave., Miami, Florida 33132 hereinafter referred to as "School Board".

By agreeing to this Agreement, School Board authorizes Company to access, or receive, data from School Board for the purpose of allowing Company or authorized third parties to provide School Board software integration. Student Information includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

TERM OF AGREEMENT

Data sharing shall commence on the Effective Date and shall terminate _____. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Company.

DEFINITIONS

School Board Data refers to any information provided directly through the School Board or through an authorized third party, may include, but is not limited to the following data:

School Level Data refers to any information pertaining to individual schools within the school district. This includes, but is not limited to, the local id, name, state and federal identifier, address, telephone number, the lowest and highest grade at the school, and principal's name and e-mail address.

Class Level Data refers to any information pertaining to individual classes or courses within schools in the school district. This includes, but is not limited to, unique name for section, grade level, course name, course number, bell schedule information, subject name and the term associated with the section.

Student Data refers to any information pertaining to individual students enrolled in the school district. This includes, but is not limited to, school of enrollment; local and state identifier number; id; full name; gender; date of birth; grade; race; ethnicity; language status; lunch status; special education status; zip code; e-mail address; username; password; and parent or guardian contact name, type, telephone number, and e-mail address. Student Data includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

Student-Generated Content refers to any form of data, work product, or other information created by students while using the Company's platform, services, or tools.

Teacher Data refers to any information relating to teachers within the school district. This includes, but is not limited to, school of employment id, teacher id, local staff and state teach identifier, full name, e-mail, title or role, username, and password.

Personally Identifiable Information (PII) shall have the same meaning as in (i) FERPA 34 CFR Part 99.3 for students, (ii) Section 501.171(1)(g), Florida Statutes for all other persons. PII shall be regarded as confidential.

Transactional Data refers to records detailing the access, consumption and utilization of the Company's system, platform, software, products and services by end users within the school district.

Cybersecurity Framework refers to a systematic approach and standardized methodology to assess, evaluate, and improve the security posture and safeguards in place across the technology infrastructure, applications, policies, and business processes which enable an organization's digital processes and protection of sensitive data. Acceptable frameworks include the National Institute of Standards and Technology (NIST) Cybersecurity Framework, NIST SP 800-171 Rev. 2, NIST SP 800-53 R5, ISO 27001 / 27002, the Secure Controls Framework (SCF), and the Service Organization Control Type 2 (SOC 2) compliance framework.

ACCESS

School Board authorizes Company to access School Board Data and shall facilitate a means for Company to access the data. Company shall access School Board data for the purposes of providing software integration. Any Student Data provided to the Company through this Agreement is done pursuant to FERPA 34 CFR Part 99.31(a).

A list of data to be supplied to Company by School Board shall be attached to this agreement as Exhibit A attached hereto and incorporated herein. Any information provided to the Company in error, or as an unidentified necessity, and not listed in the attachment are still subject to the terms of this Agreement.

To the extent required by law the School Board shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data, correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Company shall respond in a reasonably timely manner (no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for a School Board to respond to a parent or student, whichever is sooner) to the School Board's request for Student Data in a student's records held by the Company to view or correct as necessary. In the event that a parent of a student or other individual contacts the Company to review any of the Student Data accessed pursuant to the Services, the Company shall refer the parent or individual to the School Board, who will follow the necessary and proper procedures regarding the requested information.

If Student-Generated Content is stored or maintained by the Company, Company shall, at the request of the School Board, transfer, or provide a mechanism for the School Board to transfer, said Student-Generated Content to a separate account created by the student.

THIRD PARTY ACCESS

School Board may designate third parties who are authorized to securely access its School Board data via the Company's Application Programming Interface (the "API"). Company shall not disclose School Board data to third parties unless explicitly authorized by the School Board in writing. School Board may, at any time, revoke any third party's access to School Board information by providing written notice to Company. The respective agencies obtaining confidential information are bound by this agreement and responsible for non - redisclosure under FERPA.

If any Transactional Data is gathered, Company may not share data with a third party. The Transactional Data may only be utilized by Company for a legitimate business purpose in order to improve the product utilized by the School Board.

Company shall enter into written agreements with all sub processors performing functions for the Company in order for the Company to provide the Services pursuant to the Data Sharing Agreement, whereby the sub processors agree to protect Student Data in a manner no less stringent than the terms of this DSA.

LAW ENFORCEMENT REQUESTS

Should law enforcement or other government entities (“Requesting Party(ies)”) contact Company with a request for Student Data held by the Company pursuant to the Services, the Company shall notify the School Board in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the School Board of the request.

ADVERTISING LIMITATIONS

Company is prohibited from using, disclosing, or selling Student Data to inform, influence, or enable Targeted Advertising; or develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to School Board. This section does not prohibit Company from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or School Board employees; or (iii) to notify account holders about new education product updates, features, or services; or from otherwise using Student Data as permitted in this DSA and its accompanying exhibits.

CONFIDENTIALITY AND SECURITY

- a. As part of the Services, Company will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Company’s employees, agents, or subcontractors. Company agrees to require its employees to promptly report a lost or stolen access device or information.
- b. Company understands and agrees that it is subject to all federal and state laws and School Board Policies (as defined in the “Board Policies” section below) relating to the confidentiality of Student Data. School Board will allow the Company access to limited data as identified in this Data Sharing Agreement as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41 and 1002.22 all other privacy statutes as it relates to data privacy and security.
- c. The Company shall only use School Board Data for the purpose specified in this Agreement, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by Chapter 119, Florida Statutes or other applicable law.
- d. Company shall regard all School Board Data as confidential and will not disclose the information to any third party without prior written approval by The School Board except as permitted in this Agreement.
- e. Company, subcontractors, and sub processors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.
- f. Company will not sell School Board Data to any third party.
- g. School Board Data will be kept secured, the identity of all persons having access to the data will be documented and access will be logged.
- h. Company represents and warrants that its collection access, use, storage, disposal and disclosure of School Board or user information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- i. Without limiting Company’s obligations under this Agreement to keep School Board Data

safe and confidential, Company shall implement administrative, physical and technical safeguards to protect said data that are no less rigorous than accepted industry Cybersecurity Frameworks, and shall ensure that all such safeguards, including the manner in which School Board Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement

- j. For all employees or subcontractors (“Authorized Persons”) who have access to the School Board data during the term of each subcontractor or employee's employment by Company, Company shall at all times cause such subcontractor or employee to abide strictly by Company's obligations under this Agreement. Company further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of School Board Data by any of Company's officers, partners, principals, employees, agents or Company's.
 - 1. Company will not knowingly permit any Company's personnel to have access to any School Board Data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Company shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of School Board.
- k. At any time during the term of this Agreement at the School Board's written request or upon the termination or expiration of this Agreement for any reason Company shall, and shall instruct all Authorized Persons to, promptly return to the School Board all copies, whether in written, electronic or other form or media, of School Board Data in its possession or the possession of such Authorized Persons and securely dispose of all such copies, and certify in writing to the School Board that such information has been returned to School Board and disposed of securely. Company shall comply with all directions provided by School Board with respect to the return and disposal of School Board Data. Data will be securely sanitized from any media once that media is no longer in use by termination of this Agreement or by disuse of equipment. All equipment which contains or has contained School Board Data must be securely sanitized prior to disposal. Sanitization should follow the recommended methods outlined in Appendix A of the NIST SP 800-88 Rev.1 - Guidelines for Media Sanitization,
- l. Company will assure that all data is transmitted from School Board's access points to the ultimate server and will be stored internally by Company or its subcontractors using School Board approved encryption of no less rigor than NIST validated-AES standards,
- m. Security Breach
 - 1. Company shall:
 - i. Provide School Board with the name and contact information for an employee of Company who shall serve as School Board's primary security contact and shall be available to assist School Board twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
 - ii. Notify School Board of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Company becomes aware of it; and
 - iii. Notify School Board of any Security Breaches by telephone at the following number: 305-995-3750, e-mailing School Board with a read receipt at cfs@dadeschools.net and with a copy by e-mail to Company's primary business contact within School Board.
 - 2. Immediately following Company's notification to School Board of a Security

Breach, the Parties shall coordinate with each other to investigate the Security Breach. Company agrees to fully cooperate with School Board in School Board's handling of the matter, including, without limitation:

- i. Assisting with any investigation;
- ii. Facilitating interviews with Company's employees and other involved in the matter; and
- iii. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise [reasonably] required by School Board.

STORAGE AND BACKUPS

During the term of this Agreement, Company shall use a minimum of a Tier 1 datacenter. School Board Data will be stored, backed up and hosted only on servers located within the continental United States. Company shall execute a document with the Tier 1 datacenters which host School Board Data. Company shall provide the School Board with a copy of the hosting agreement. Company shall notify the School Board in writing fifteen (15) days prior to any changes to the hosting provider. On at least an annual basis, Company shall supply the School Board with proof of documented security compliance through either (i) proof of SOC 2 compliance or reasonable equivalent, (ii) an attestation of an independent third-party audit, conducted within the last calendar year, based on an industry recognized Cybersecurity Framework, and/or (iii) evidence of an annual comprehensive internal and external penetration test. Elements subject to validation should include (but are not limited to) assessing storage configuration and permissions, enforcing proper access controls to limit unauthorized access to containers/data, verification that roles and permissions are appropriately configured, review of network configurations to ensure proper segmentation and isolation as appropriate. Upon written notification from the School Board, Company shall provide School Board, or the School Board's designated third-party security auditor, with reasonably sufficient access and information to facilitate testing and/or verification of the security parameters of the tenant configuration utilized by Company to provide the Services under this Agreement. Such testing and verification shall be conducted at reasonable times agreed upon by both parties and shall not unreasonably interfere with Company's business operations.

Company agrees that any and all School Board Data will be stored, processed, and maintained solely on designated servers and that no School Board Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Company's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states of the United States. Company agrees to store all School Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

TERMINATION

The School Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to Company, If said Agreement should be terminated for convenience as provided herein School Board will be relieved of all obligations under said contract. Immediately upon receipt of notice of termination, Company shall cease accessing the School BoardData.

Company will ensure that School Board Data is encrypted and that all device/medium will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no School Board Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Company will have in place a service that will allow Company to wipe the hard drive on any stolen laptop or mobile electronic device

remotely and have a protocol in place to ensure compliant use by employees.

1. If School Board receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by Company, the School Board will promptly provide a copy of the application to Company. Company will promptly supply School Board with copies of records or information required in order for the School Board to respond, and will cooperate with the School Board's reasonable requests in connection with its response.
2. Upon receipt of a litigation hold request, Company will preserve all documents and School Board data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

This Agreement may only be modified or any rights under it waived, by a written agreement executed by both parties.

BOARD POLICIES

To the extent applicable, Company certifies agreement with the following School Board Policies: 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling and 6320.02 Minority/Women Business Enterprise Certification Procedures and agree to comply with all applicable School Board contracting and procurement policies and procedures. Company agrees to comply with all applicable School Board policies and procedures, as amended from time to time, which may be found at <http://www.dadeschools.net/schoolboard/rules/>.

NOTICE

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The Parties designate the following:

Company:

The School Board Miami-Dade County, Florida:
Dr. Jose L. Dotres, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:
Eugene Baker, Chief Information Officer
13135 SW 26 Street
Miami, FL 33175

And a copy to:
Daniel M. Mateo, Assistant Superintendent
Innovation & School Choice
1501 N.E. Second Avenue, Suite 337
Miami, FL 33132

And a copy to:
Dr. Omar Riaz, Assistant Superintendent
Assessment, Research, and Data Analysis
1450 NE 2nd Avenue, Suite 208
Miami, FL 33132

And a copy to:
Walter J. Harvey, General Counsel
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

HOLD HARMLESS

The Company shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Company, whether or not due to or caused in part by the negligence or other culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Company's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Company or other persons employed or utilized by the Company in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Company. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Company to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Company shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND

The Company agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Company's performance under this Agreement.

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the Board and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability

- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim/Annual Aggregate

Verification of Coverage:

Proof of the required insurance must be furnished by the Company to The School Board's Risk Management Department by Certificate of Insurance within thirty (30) days of the date of this Agreement. To automate this process, School Board has partnered with a third party administrator to collect and verify insurance documentation through CTrax software services.

Company is required to e-mail a current COI to: riskcontracts@dadeschools.net

Email subject should read "INSERT COMPANY NAME" COI

Include in the body of the e-mail the information below so your vendor account may be created in CTrax.

Company Representative Name " _____ "

Company Representative Phone number " _____ "

Company Representative Email " _____ "

ABOUT THESE TERMS

These Terms control the relationship between Company and The School Board. They do not create any third-party beneficiary rights. If School Board does not comply with these Terms and Company does not take action right away, this does not mean that Company is giving up any rights that Company may have, such as taking action in the future.

If a provision in these Terms is found unenforceable the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting the original intent as closely as possible.

This Agreement shall be deemed to have been made in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue Miami-Dade County, Florida. Each party is responsible for their own attorney fees.

and

The School Board of Miami-Dade County, Florida

Data Sharing Agreement

<p style="text-align: center;">SUBMITTED BY:</p> <p>_____</p> <p>(Name Typed) (Title)</p> <p>_____</p> <p>(Department Name)</p> <p>_____</p> <p>(Signature) (Date)</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <p>_____</p> <p>(Name Typed) Date</p>
<p style="text-align: center;">APPROVED BY ASSESSMENT, RESEARCH, AND DATA ANALYSIS</p> <p>_____</p> <p>Assistant Superintendent Signature Date</p> <p style="text-align: center;">APPROVED BY INNOVATION & SCHOOL CHOICE</p> <p>_____</p> <p>Assistant Superintendent Signature Date</p> <p style="text-align: center;">APPROVED BY INFORMATION TECHNOLOGY SERVICES</p> <p>_____</p> <p>Executive Officer Signature Date</p> <p style="text-align: center;">APPROVED AS TO RISK AND BENEFITS</p> <p>_____</p> <p>Risk Management Signature Date</p> <p style="text-align: center;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY</p> <p>_____</p> <p>General Counsel Signature Date</p>	<p style="text-align: center;">COMPANY</p> <p>_____</p> <p style="text-align: center;">Legal Name of Contracting Party</p> <p>BY: _____</p> <p style="text-align: center;">Signature</p> <p>Name: _____</p> <p style="text-align: center;">(Name Typed) (Title) (Date)</p> <p>Address: _____</p> <p>_____</p> <p>F.E.I.N. (If organization) _____</p> <p>School Board Employee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>M-DCPS Employee No. _____</p>

Exhibit A
Data Fields